

**BED BUG ADDENDUM**

**THIS BED BUG ADDENDUM** was made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Landlord and the undersigned Tenants for the Leased Premises, more fully described in the Lease Agreement. Landlord and Tenants agree that this Addendum shall be made a part of the Lease Agreement executed by the parties concerning the Leased Premises and Landlord and Tenant(s) fully intend to be bound by this Agreement and in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. Landlord hereby represents, and Tenants hereby acknowledge, that the Leased Premises have been thoroughly inspected prior to the commencement of the term of the Lease Agreement and prior to Tenants taking possession of the Leased Premises and have been determined to be free of bed bugs.
2. Within 7 (Seven) days of the commencement of the term of the Lease Agreement, Tenant(s) may choose to have an inspection of the premises performed, at Tenants' expense, by an approved third-party. Landlord has a list of approved third-party pest control companies that may inspect the premises. If Tenant(s) wish to have a third-party pest control company inspect the Leased Premises that is not on the pre-approved list, this request must be submitted to Landlord, in writing, and approval must be given by Landlord to Tenant(s) in writing.
3. If, after a third-party inspection, it is determined that there are bed bugs present, Landlord reserves the right to hire a third-party pest control company to re-inspect the premises and, if bed bugs are still present, the Tenant(s) have the following options:
  - a. Tenant can choose to have the Leased Premises treated by a pest-control company at the Landlord's expense; **OR**
  - b. Tenant(s) may cancel the lease within three days of receipt of that company's report and receive full return of any funds given to Landlord by delivering notice to Landlord of Tenant's intent to cancel. The Lease Agreement will be cancelled by notice signed by both Tenant(s) and Landlord. Landlord must be in irrevocable possession of funds prior to any refund being made to Tenant. Should the Tenant not inspect within the time allotted or not notify Landlord of intent to cancel under this provision then Tenant and Landlord agree that the premises are free of infestation (bedbugs or other) and this provision expires.
4. If bed bugs should appear in the Leased Premises during the term of the Tenant(s)' lease term, Tenant(s) acknowledge and hereby agree that treatment will be at the Tenant(s)' expense.
5. Tenant agrees to cooperate with the Landlord in all efforts and course of actions required to control any pest infestation. Tenant's full cooperation shall include but is not limited to immediately reporting any pest infestation including that of bedbugs to the Landlord, permitting any entry for any inspections, pretreatment, treatment and post-treatment to eliminate any pests. Timely reporting is specifically important in bedbug treatment; these pests are hard to control, multiply quickly and spread easily. Tenant agrees to NOT attempt to treat bedbugs but to report any infestation to Landlord.
6. Tenant must agree to the treatment protocol and to follow all directions and perform any critical actions necessary to comply with all the treatment requirements prior to Landlord beginning treatment or to reoccupying in order to treat effectively and to keep the premises free of pests.

**COLLEGE PROPERTY MANAGEMENT**

7. If, during the course of treatment protocol, it is necessary for Tenant(s) to seek temporary housing, Tenant's temporary housing expense(s) are at Tenant's sole expense and no rent abatement is due, required or expected for the temporary evacuation as part of the treatment protocol. Fumigation of Tenant's vehicles and processing Tenant's soft goods prior to re-occupying the premises will be required in the event of bed bug infestation and treatment of these is at the Tenant's expense.
8. Should the Tenant not agree to, or fail to comply with, the treatment protocol the Landlord has no obligation (or further obligation) to treat the premises and Tenant accepts the condition of the premises as if no infestation had occurred or is presently occurring and Landlord reserves the right, after providing Tenant(s) with a 3-day notice, to evict the Tenant(s) from the Premises as for a material breach of the Lease Agreement. Tenant agrees that their failure to agree, or comply, with the treatment protocol, or other lease violation, may be reported by Landlord in any subsequent request for references made to Landlord.
9. Tenant agrees that risk mitigation is largely within Tenant's control and has been informed that secondhand furniture is one of the most frequent sources of bedbugs and roaches are introduced and spread. Tenant agrees to not acquire or purchase used or secondhand furniture. Sharing vacuum cleaners is another highly common way to spread bed bugs and roaches. Hired vehicles (rental trucks) and used boxes also spread pests.
10. In case of any conflict between the terms and conditions of the Lease Agreement and this Pest Control - Bedbug Addendum the provisions of this Pest Control - Bedbug Addendum shall prevail.

**By signing below, Tenant(s) declares that they are not currently infested with bedbugs and are not occupying a dwelling that is infested with bedbugs and that Landlord is relying upon this representation in making the lease agreement with the Tenant.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Please sign your name on the line and print your name below

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Authorized Agent for Landlord

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

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Print Name:

\_\_\_\_\_  
Print Name: